

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 11	
2. Amendment/Modification No. 80		3. Effective Date 2007APR20		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC SFAE-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD A PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP, LLC 38500 MOUND ROAD STERLING HEIGHTS, MI 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0024	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2004NOV18	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE NORDAUNV@TACOM.ARMY.MIL (586)753-2068			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007APR20	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC		

SECTION A - SUPPLEMENTAL INFORMATION
PROGRAM: Stryker Armored Vehicles

1. This Modification 80 to Delivery Order 0024 under Contract DAAE07-00-D-M051 is a supplemental agreement.
2. The purpose of this modification is to augment the conditional acceptance terms and conditions specified in Modification 76 of this delivery order. Except as stated below, all other terms and conditions of Modification 76 remain in effect.
3. Suspect Air reservoirs.
 - a. The Contractor agrees to retrofit all suspect stainless steel air reservoirs.
 - b. The Contractor agrees to divert from production all Rhino coated reservoirs and/or steel reservoirs to satisfy field retrofit requirements. Air reservoirs will be shipped in accordance with the Government's priorities.
 - c. Vehicles may be conditionally accepted with suspect reservoirs or previously used/sold air reservoirs provided they are used with either an approved engineering patch or an acceptable mutually agreed upon protection blanket.
 - d. Subsequent to conditional acceptance, the vehicles with suspect air reservoirs will be shipped to the appropriate fielding location and the suspect air reservoirs will be removed for reuse in production.
 - e. Contractor Logistics Support (CLS) will perform the retrofit of suspect air reservoirs in the field and the removal of suspect air reservoirs that will be re-used in production.
 - f. The Contractor agrees to update the CDRL A044 with information on the quantity/location of air reservoirs with hexavalent chromium.
 - g. A price withhold of \$580,194 is established for the suspect air reservoirs. This withhold will be applied against the first two (2) vehicles conditionally accepted at the Anniston facility under the terms of this modification (\$290,097 per each of the first two vehicles). The DD250 for the first two vehicles must be annotated with the withhold and to reflect the presence of non-conforming air reservoirs. The DD250 of each subsequent vehicle conditionally accepted with the suspect air reservoirs must be annotated to reflect the presence of non-conforming air reservoirs. The Contractor may invoice for the withhold on a monthly basis at \$197 per air reservoir as the Government receives conforming air reservoirs.
4. PTO Spline Issue.
 - a. The Contractor agrees to retrofit the left and right side splines of all NBCRV and MGS vehicles upon completion of the engineering test and validation. The Contractor shall complete the engineering test and validation within 90 days of the award of this modification. For the deployed vehicles, the work will be performed with the Government funded retrofit team but at no additional fee. All garrison retrofit work will be performed at no additional cost to the Government.
 - b. Within 15 days after the completion of 1/25 RESET in Alaska, the Contractor shall provide the Government an analysis and recommendation which assesses the spline failure rate data collected during 1/25 SBCT RESET as well as the DIMIS spline demand data on the other eight (8) Stryker Vehicle configurations.
 - c. Within 10 days of the execution of this modification, the Contractor shall provide the supplier's PTO/spline assembly rating which support the load limits with vehicle air conditioning installed.
 - d. The Contractor shall provide an assessment of the contractor's engineering position to grease splines every 1500 miles.
5. Turbo Issue. Within 15 days of the execution of this modification, the Contractor shall provide a turbo corrective action plan.
6. Common Power Steering Pump. Within 10 days of the execution of this modification, the Contractor shall provide a power steering pump update concerning the location of the remaining nine (9) suspect power steering pumps and provide a recommendation on how to locate the balance.
7. No later than 30 April 2007, the Contractor shall provide a corrective action plan to address the Remote Weapon Station (RWS) configuration, Material Release Board (MRB) process, and documentation for software changes.
8. The Contractor agrees to install the stubbing kit during production for the absent Embedded Training Modules (ETM) on vehicles which will not receive an Remote Weapon System (RWS) after acceptance. Within two (2) weeks of the award of this modification, the Contractor shall:
 - a. Red-line the Operation Sheets for use of the stubbing kits as GFM until the contractor's proposal, CCP644, is negotiated.

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- b. Provide the effectivity date of the stubbing kit production cut-in.
9. ESV-0043 Part Shortages. All part shortages for ESV-0043 have been delivered to the Government; except for the MSD Kit, MSDCU, and Mission Equipment Signal Unit(MESU). Within seven (7) business days, the Contractor has agreed to provide the MSD Kit and MSDCU at no additional cost to the Government. The parties agree to continue the investigation of the MESU issue and agree to negotiate a final resolution of the MESU issue within seven (7) business days.
10. As a result of this modification, the price of this delivery order is neither increased nor decreased. Except as stated above, all other terms and conditions of this delivery order remain unchanged and in full force and effect.

*** END OF NARRATIVE A 0083 ***

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 2355-01-481-8576 FSCM: 19207 PART NR: 12479559 SECURITY CLASS: Unclassified				
0200AA	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: ATGM'S, DO# 0024 (10) PRON: X15GX275X1 PRON AMD: 17 ACRN: AA AMS CD: 31107175005</p> <p>CLIN REVISED BY MODIFICATION 72* CLIN REVISED BY MODIFICATION 80</p> <p>The Section H, Table 5, Column F, Anti-Tank Guided Missile(ATGM) Vehicle unit price is decreased from \$2,186,523 to \$2,128,667 and includes the recurring hardware and labor costs associated with the following changes:</p> <p>a. DVE Bracket Assembly at a decrease of \$49 per vehicle.</p> <p>b. DVE Final Relocation at an increase of \$456 per vehicle.</p> <p>c. Spall Liner deletion at a decrease of \$11,985 per vehicle.</p> <p>d. Weight Reduction Initiatives at a decrease of \$16,461 per vehicle:</p> <ol style="list-style-type: none"> Removal and cap-off of the APU. Deletion of the windshield (each vehicle shall have a windsheild kit overpacked). Deletion of the sand/dust covers - mounting bracket. Deletion of the wheel steps on all but the first axle. Deletion of the driver's ingress handle. Installation of reduced driver wire cutter. Installation of reduced squad leader's wire cutter. Reduce squeal band on brake drums. Lighter weight driver's seat frame. Composite engine bulkhead panels. Composite transfer case cover. Lighter weight steering wheel. Composite tire chain box. Lighter weight hydraulic filter. Delete interior driver's step. Change material on water can bracket. 	7	EA	\$ 2,128,667.000	\$ 14,900,669.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	<p>17. Lighter weight bumper.</p> <p>18. Composite Engine Bulkhead Panel.</p> <p>e. Add-on-Armor Prep Kit at an increase of \$1,899 per vehicle.</p> <p>f. Common Heater at a decrease of \$9 per vehicle.</p> <p>g. Deletion of Contractor Furnished Material (CFM), Seat Belts at a decrease of \$131 per vehicle.</p> <p>h. Incorporation of Government Furnished Material at a decrease of \$509 per vehicle.</p> <p>1. PLGR Cable Protector</p> <p>2. DVE Cable Guard</p> <p>3. Quick Fuel Access Floor Plate.</p> <p>i. Incorporation of the Caterpillar Paper Oil Filter at a decrease of \$290 per vehicle.</p> <p>j. Vehicle price decrease of \$24,928 each for the removal of BPS requirement.</p> <p>k. Addition/integration of Air Conditioning at no additional cost to the Government.</p> <p>l. Vehicle price decrease of \$6,492 each for replacement of ATGM Guided Missile .50 caliber M2 Machine Gun Mount with 7.62 M240B Machine Gun Mount.</p> <p>*m. Integration of the Contractor Furnished Hawker Batter and Regulator at an increase of \$1,064 per vehicle.</p> <p>*n. The change in Government Furnished DVE from a Raytheon DVE to a DRS DVE results in a decrease of \$321 per vehicle.</p> <p>*o. The change from the integration of the GFM PLGR to a DAGR results in a decrease of \$100 per vehicle.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td><td>SUPPL</td><td></td><td></td><td></td><td></td></tr> <tr> <td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr> <tr> <td>001</td><td>W909535099H275</td><td>Y00000</td><td>M</td><td></td><td>2</td></tr> <tr> <td></td><td><u>PROJ CD</u></td><td><u>BRK</u></td><td><u>BLK</u></td><td><u>PT</u></td><td></td></tr> </table>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909535099H275	Y00000	M		2		<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>					
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200AB	002				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u>				
	003 DELETED				
	004 DELETED				
	005 1 31-JUL-2007				
	006 2 30-SEP-2007				
	007 2 31-OCT-2007				
	008 2 30-NOV-2007				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE 				

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC						
ITEM NO	SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>STRYKER FIELDING BLDG 3750 BAY DOOR #10 FORT LEWIS WA 98433-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0024</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 W909537101A002 W25KYQ M 2 <u>PROJ CD BRK BLK PT</u> I07 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 31-MAY-2007</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25KYQ) SREW7NX USPFO ACTIVITY PA ARNG BLDG S11 68 UTILITY RD AWCF SSF FT INDIANTOWN GAP ANNVILLE PA 17003-5003</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0024</p> <p>EXCEPTION DATA: Vehicles are to be shipped in accordance with Security Classification Guide. For further guidance contact PM BCT Security Keith Whitten, (586) 753-2135.</p> <p>Ship To:</p> <p>FLW Stryker Support Cell DODAAC: W91A2N Stryker Fielding BLDG 3750 Bay Door #10 Ft. Lewis, WA 98433-5000 MARK FOR: Chris Denchfield, Office 253-966-8805/ Cell 253-405-1839</p> <p>Wanda Whitaker, Office 253-966-3978</p> <p>(End of narrative F001)</p>					
0700AB	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: FY05 MEV BUY PRON: X15GX093X1 PRON AMD: 24 ACRN: AA AMS CD: 31107175005</p>		6	EA	\$ 1,170,610.000	\$ 7,023,660.00

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN REVISED BY MODIFICATION 76. CLIN REVISED BY MODIFICATION 80</p> <p>The Section H, Table 5, Column F, MEV unit price, is increased from \$1,151,022 to \$1,170,610 and includes the MEV recurring hardware and labor costs associated with the following changes:</p> <p>a. DVE Bracket Assy (\$ 49) b. DVE Final Relocation \$ 456 c. Attendant Seat - Addition \$ 2,687 d. Litter Lift \$ 31,896 e. Oxygen Bottle Bracket \$ 1,377 f. Weight Reduction Initiatives (\$ 16,461)</p> <ul style="list-style-type: none"> - Removal & cap-off of the APU - Deletion of the windshield (each vehicle shall have a windshield kit overpacked) - Deletion of the sand dust covers mounting bracket - Deletion of the wheel steps on all but the first axle. - Deletion of the driver's ingress handle - Installation of reduced driver's wire cutter - Installation of reduced squad leader's wire cutter - Reduce squeal band on brake drums - Lighter weight driver's seat frame - Composite transfer case cover - Lighter weight steering wheel - Composite tire chain box - Lighter weight hydraulic filter - Delete interior driver's step - Change material on water can bracket - Lighter weight bumper - Composite engine bulkhead panel_ <p>g. Attendant Seat - Deletion (\$ 3,463) h. IV Hook Assy & Aisle Hand Straps \$ 1,037 i. Government Directed Changes \$ 1,158</p> <ul style="list-style-type: none"> - Medical Cabinet Improvements - Non-Absorbant Seat Cushions - Oxygen Bottle Bracket Modification - Spall Padding - Litter Lift Arm Padding <p>j. Add-on-Armor Prep Kit \$ 1,680 k. Common Heater (\$ 206)</p> <p>l. Deletion of Contractor Furnished Material (CFM), Seat Belts at a decrease of \$461 per vehicle.</p> <p>m. Incorporation of Government Furnished Material at a decrease of \$509 per vehicle.</p> <ul style="list-style-type: none"> 1. PLGR Cable Protector 2. DVE Cable Guard 3. Quick Fuel Access Floor Plate. <p>n. Incorporation of the Caterpillar Paper Oil Filter at a decrease of \$290 per vehicle.</p>				

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p> <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 31-MAR-2007 </p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25KYQ) SREW7NX USPFO ACTIVITY PA ARNG BLDG S11 68 UTILITY RD AWCFSF FT INDIANTOWN GAP ANNVILLE PA 17003-5003</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0024</p> <p>DOC REL CD 001 MILSTRIP W90953-4357-H093 <u>For a Quantity of four (4) each</u></p> <p>EXCEPTION DATA: Vehicles are to be shipped in accordance with Security Classification Guide. For further guidance contact PM BCT Security Keith Whitten, (586) 753-2135.</p> <p>SHIP TO: Pennsylvania National Guard Fort Indiantown Gap BLDG 1191 Annville, PA 17003</p> <p>MARK FOR: Mike Volz, Cell: (717) 821-7491 email: michael.john.volz@us.army.mil DODAAC: W25KYQ</p> <p>DOC REL CD 002 MILSTRIP W90953-7108-A001 <u>For a Quantity of two (2) each</u></p> <p>EXCEPTION DATA: Vehicles are to be shipped in accordance with Security Classification Guide. For further guidance contact PM BCT Security Keith Whitten, (586) 753-2135.</p> <p>SHIP TO: Fort Indiantown Gap BLDG 1191 Annville, PA 17003 MARK FOR: Mike Volz, Cell:(717) 821-7491 Email: michael.john.volz@us.army.mil DODAAC: W25KYQ</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0200AA	X15GX275X1 31107175005 A15P30052RX1	AA 1 5GXP01	\$ 21,286,670.00	\$ -6,386,001.00	\$ 14,900,669.00
0200AB	X15GX275X1 31107175005 A15P30052RX1	AA 1 5GXP01	\$ 0.00	\$ 6,386,001.00	\$ 6,386,001.00
NET CHANGE				\$ 0.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 52033000055R5R07P311071731E9 S20113	W56HZV	\$ 0.00
NET CHANGE				\$ 0.00

PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD: \$ 834,041,600.00	\$ 0.00	\$ 834,041,600.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AA 21 050720330000 S20113 55R5R073110717500531E9	5GXP01S20113 W56HZV